

1  
2  
3  
4  
5 IN THE UNITED STATES DISTRICT COURT  
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
7

8 IN RE: TFT-LCD (FLAT PANEL) ANTITRUST  
9 LITIGATION

No. M 07-1827 SI

MDL. No. 1827

10 This Order Relates to:

11 All Indirect-Purchaser Actions  
12

**ORDER DISMISSING AS PREMATURE  
LFG'S MOTION TO DIRECT FEES AND  
COSTS TO BE PAID TO JOSEPH M.  
ALIOTO AND THE ALIOTO LAW FIRM**

13  
14 Currently before the Court is LFG National Capital LLC'S ("LFG") Motion to Direct Fees and  
15 Costs to be Paid to Joseph M. Alioto and the Alioto Law Firm ("Alioto") . Pursuant to Civil Local Rule  
16 7-1(b), the Court finds these matters suitable for disposition without oral argument and therefore  
17 VACATES the hearings currently scheduled for April 26, 2013. Having considered the moving papers  
18 and the arguments of the parties, and for good cause appearing, the Court hereby DISMISSES LFG's  
19 motion. Docket No. 7671.

20 LFG's motion concerns of Alioto's projected fee award from Indirect Purchaser Plaintiff ("IPP")  
21 Settlements the *In re TFT-LCD Antitrust Litigation*, Case No. 3:07-md-01827-SI. LFG claims it is  
22 entitled to a payment of approximately \$28.2 million from the IPP Settlement Fund, based on what it  
23 contends is a perfected first lien security interest on Mr. Alioto's award, created by what it alleges is  
24 Alioto's default of a Term Loan and Security Agreement between the parties dated March 1, 2005, as  
25 amended ("Loan Agreement"). Mr. Alioto's Opposition raises numerous arguments and issues  
26 challenging the validity and enforcability of LFG's alleged lien. Among other things, Alioto questions  
27 whether this dispute is properly before this Court.

28 The Court has reviewed the parties' papers and arguments and concludes that the posture of the

1 dispute, as currently presented to the Court, precludes the Court's ability to adjudicate it. Neither Alioto  
2 nor LFG is a party to this litigation, and LFG's claims do not relate to the underlying action apart from  
3 its claim to some portion of the Settlement Fund over which the Court retains jurisdiction. Moreover,  
4 LFG's security interest is not a money judgment, which the Court may enforce pursuant to Fed. R. Civ.  
5 Proc. 69(a).<sup>1</sup> To the contrary, LFG's security interest is vigorously disputed and, cannot, at this stage,  
6 be deemed as a "valid and enforceable lien . . .," as characterized by LFG for the purposes of this  
7 motion. Thus, this Court is not in a position to adjudicate this dispute as it has been presented to the  
8 Court.

9 If LFG were to reduce its alleged lien to judgment in some appropriate judicial forum, this Court  
10 would proceed in accordance with Rule 69. If LFG wishes to intervene in this action, it may file such  
11 a motion,<sup>2</sup> which will be considered in due course. Any questions as to jurisdiction and convenience  
12 of forum will be presented more fully in such a context.

13 Accordingly, the Court DISMISSES LFG's Motion to Direct Fees and Costs. Docket No. 7671.

14  
15 **IT IS SO ORDERED.**

16 Dated: April 25, 2013

17   
18 SUSAN ILLSTON  
19 United States District Judge  
20  
21  
22  
23  
24

25 \_\_\_\_\_  
26 <sup>1</sup>In this respect, LFG's situation is quite different from that of Alexandra Brudy, who held a  
27 court-approved, money judgment, enforceable pursuant to Rule 69(a).

28 <sup>2</sup>Although LFG suggests in its current papers that the Court should consider the current motion  
to be a motion to intervene, the requisite arguments justifying intervention have not been presented in  
any depth here. Thus, the Court declines to consider this motion a motion to intervene.